

VIRGINIA SLIMS PROCEDURES MANUAL

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GLOSSARY

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VIRGINIA SLIMS PERSONNEL

Director, Event Marketing: Has final approval on all policies.

Group Manager, Event Marketing: Develops overall planning strategy, approves program elements and is the liaison to senior management.

Manager, Event Marketing: Manages all staff functions, oversees daily operations and makes recommendations to senior management.

Coordinator, Operations: Liaison for advertising agency, Sales Force and promoters. Responsible for all materials production and distribution. Tracks budget and inventory.

Program Administrator: Maintains ongoing network of affiliates and on-road public relations communications to generate year-round publicity. Coordinator of outgoing publicity communications.

Manager, Operations: Assures compliance with contract on-site at all Virginia Slims named events as well as non-named events. Implements projects and promotions on-site. Responsible for pre-tournament planning from the New York office. Represents Virginia Slims on the Women's International Professional Tennis Council.

Public Relations Director: Responsible for overseeing media activities on-site at primary or independent named and non-named events.

Special Projects Consultant: Additional staff support to implement and oversee short-term projects in the New York office and in the field, including clinics, pro-ams and hospitality functions.

Official Photographer: Responds to all Virginia Slims photo needs on-site. Maintains a photo library and supplies all required photos to Virginia Slims affiliates and New York office.

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VIRGINIA SLIMS
DIRECTORY OF KEY PERSONNEL

Virginia Slims Marketing Promotions

Virginia Slims
120 Park Avenue
5th Floor

New York, NY 10017

(212) 880-5000

(212) 922-1462; (212) 907-5707 (5th floor faxes)

(212) 907-5348 (8th floor fax)

Ellen Merlo - V.P., Marketing Services (8th Floor) (212) 880-3230

Leo McCullagh - Director, Event Marketing (212) 880-3875

Ina Broeman - Group Manager, Event Marketing (212) 878-2836

Deane Gross - Manager, Event Marketing (212) 880-3476

Barbara Hannan - Program Administrator (212) 880-3984

(203) 331-9952

Fax: (203) 335-1277

Karen Howe - Manager, Operations (212) 878-2266

Nancy Zimbalist - Coordinator, Operations (212) 878-2883

Emily Bruce - Manager, Public Relations (212) 880-3564

Special Projects Consultant

Annalee Thurston
224 1/2 Covina Avenue
Long Beach, CA 90803
(213) 433-4027
433-5799 (fax)

Special Projects
Consultant

Shari Barman
415 North Crescent Drive
Suite 210
Beverly Hills, CA 90210
(213) 274-6220
275-1460 (fax)
400-0133 (car)
(714) 496-0705 (home)
496-4135 (home
fax)

Public Relations Director

Janine Bell
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Denver, CO 80204
(303) 893-5704
825-4635 (fax)

Official Photographer

Fred Mullane
307 North 24th Avenue
Hollywood, FL 33020
(305) 923-0046
Fax: Same as telephone

Public Relations Director

Heather Hellman
4913 Murietta Avenue
Sherman Oaks, CA 91423
(818) 783-3972
990-3025 (fax)

Corporate Communications

Sheila Banks
(212) 878-2812
(212) 754-0290 (home)

As of 4/16/91

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KRAFT GENERAL FOODS
PERSONNEL

Event Management Group

Kraft General Foods
250 North Street
White Plains, NY 10625

Mail Code: RA-6S

Mr. Tom Keim - Director, Event Marketing	(914) 335-1435
(Fax)	(914) 335-1255
Ms. Jean Washington - Director of Event Promotions, North America	(914) 335-1210
(Fax)	(914) 335-1255
Ms. Bobbie Hanson - Associate Manager, Event Promotions	(914) 335-1209
(Fax)	(914) 335-1255
Ms. Edythe A. McGoldrick - Staff Manager, Planning & Operations	(617) 237-1975
Home: 22 Wilde Road	(Fax) (617) 237-8847
Wellesley Hills, MA 02181	
Ms. Leslie Allen - Event Manager	(914) 335-1437
(Fax)	(914) 335-1255
Mr. James Fuhse - Event Manager	(914) 335-1438
(Fax)	(914) 335-1255
Mr. Steve Tiberi - Operations Coordinator	(914) 335-1290
(Fax)	(914) 335-1255

London Office

Address: c/o Charles Stewart & Co., Ltd.
530 Chiswick High Road
London W4 5RG
Telephone: (071) 994-7551
Fax: (071) 995-4123

Mr. Peter Land - Director, Event Promotions - Europe
Ms. Bettina Pettersen - Event Manager
Ms. Suzette Betteridge - Event Manager

As of 4/10/91

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KRAFT GENERAL FOODS WORLD TOUR
1991 WOMEN'S PROFESSIONAL TENNIS CALENDAR
PROVISIONAL — AS OF NOVEMBER 16, 1990



WEEK	PRIZE MONEY	GRAND SLAM, LIPTON, CHAMPIONSHIPS, TIERS I, II, III	TIERS IV, V	DRAW	SURFACE	NON-TOUR EVENTS
NOV-26-90	\$75,000		NIVEA CUP Sao Paulo, Brazil	32/32/16	CO	
DEC-31-90	\$150,000		DANONE WOMEN'S HDCTS Brisbane, Australia	56/32/28	HO	
JAN-07-91	\$225,000	HOLDEN N.S.W. OPEN Sydney, Australia		56/32/28	HO	
JAN-14-91	TBA	FORD AUSTRALIAN OPEN Melbourne, Australia		128/48/64	HO	
JAN-21-91	TBA	FORD AUSTRALIAN OPEN Melbourne, Australia		128/48/64	HO	
JAN-28-91	\$350,000 \$100,000	TORAY PAN PACIFIC Tokyo, Japan		28/32/16	I	
			NUTRI-METICS Auckland, New Zealand	32/32/16	HO	
FEB-04-91	\$100,000 \$100,000		OSLO OPEN Oslo, Norway	32/32/16	I	
			FERNLEAF INT'L CLASSIC Wellington, New Zealand	32/32/16	HO	
FEB-11-91	\$350,000 \$100,000 \$100,000	VIRGINIA SLIMS OF CHICAGO Chicago, IL		28/-/16	I	
			COLORADO TENNIS CLASSIC Denver, Colorado	32/32/16	I	
			AUSTRIAN LADIES INDOORS Linz, Austria	32/32/16	I	
FEB-18-91	\$150,000		VIRGINIA SLIMS OF OKLAHOMA Oklahoma City, OK	32/32/16	I	
FEB-25-91	\$350,000 \$100,000	VIRGINIA SLIMS OF PALM SPRINGS Palm Springs, CA		56/32/28	HO	
			VANKRIS OPEN Martinique, French West Indies	32/32/16	HO	
MAR-04-91	\$500,000	VIRGINIA SLIMS OF FLORIDA Boca Raton, FL		56/32/28	HO	
MAR-15-91	\$750,000	LIPTON INT'L CHMPS Key Biscayne, FL		96/64/48	HO	
MAR-18-91	\$750,000	LIPTON INT'L CHMPS Key Biscayne, FL		96/64/48	HO	
MAR-25-91	\$225,000 \$200,000	U.S. HARDCOURTS San Antonio, TX		32/32/16	HO	
			LIGHT N' LIVELY DOUBLES Innisbrook, FL	8D	I	
APR-01-91	\$500,000	FAMILY CIRCLE CUP Hilton Head, SC		56/32/28	CO	
APR-08-91	\$350,000 \$150,000	BAUSCH & LOMB CHAMPS Amelia Island, FL		56/32/28	CO	
			SUNTORY OPEN Tokyo, Japan	32/32/16	HO	
APR-15-91	\$350,000 \$150,000	VIRGINIA SLIMS OF HOUSTON Houston, TX		28/32/16	CO	
			DHL SINGAPORE OPEN Rep. of Singapore	32/32/16	HO	
APR-22-91	\$225,000	INT'L CHMPS OF SPAIN Barcelona, Spain		56/-/16	CO	
APR-29-91	\$350,000 \$100,000	CITIZEN CUP Hamburg, FRG		56/-/28	CO	
			TROFEO ILVA Taranto, Italy	32/32/16	CO	
MAY-06-91	\$500,000	ITALIAN OPEN Rome, Italy		56/32/28	CO	
MAY-13-91	\$500,000	LUFTHANSA CUP *** Berlin, FRG		56/32/28	CO	
MAY-20-91	\$150,000 \$150,000		GENEVA EUROPEAN OPEN Geneva, Switzerland	28/32/16	CO	
			INT'L DE STRASBOURG Strasbourg, FR	28/32/16	CO	
MAY-27-91	TBA	FRENCH OPEN Paris, FR		128/64/64	CO	
JUN-03-91	TBA	FRENCH OPEN Paris, FR		128/64/64	CO	
JUN-10-91	\$150,000		DOW CLASSIC Birmingham, England	56/32/28	GO	
JUN-17-91	\$350,000	PILKINGTON GLASS Eastbourne, England		64/32/32	GO	

17 APRIL

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WEEK	PRIZE MONEY	GRAND SLAM, LIPTON, CHAMPIONSHIPS, TIERS I, II, III	TIERS IV, V	DRAW	SURFACE	NON-TOUR EVENTS
JUN-24-91	TBA	THE CHAMPIONSHIPS Wimbledon, England		128/64/64	GO	
JUL-01-91	TBA	THE CHAMPIONSHIPS Wimbledon, England		128/64/64	GO	
JUL-08-91	\$75,000 \$75,000		TORNEO INTERNAZIONALE Palermo, Italy BASTAD LADIES Bastad, Sweden	32/-/16 32/32/16	CO CO	
JUL-15-91	\$100,000 \$75,000		AUSTRIAN LADIES OPEN Kitzbuehl, Austria SAN MARINO OPEN Republic of San Marino	32/32/16 32/32/16	CO CO	
JUL-22-91	\$100,000		WESTCHESTER LADIES CUP Westchester, NY	32/32/16	HO	FEDERATION CUP NOTTINGHAM
JUL-29-91	\$225,000	MAZDA TENNIS CLASSIC San Diego, CA		28/32/16	HO	
AUG-05-91	\$500,000 \$150,000	PLAYERS CANADIAN OPEN Toronto, Can.	VIRGINIA SLIMS OF ALBUQUERQUE Albuquerque, NM	56/32/16 32/32/16	HO HO	
AUG-12-91	\$350,000	VIRGINIA SLIMS OF LOS ANGELES Manhattan Beach, CA		56/32/28	HO	
AUG-19-91	\$350,000 \$100,000	VIRGINIA SLIMS OF WASHINGTON Washington, D.C.	OTB OPEN Schenectady, NY	28/32/16 32/32/16	HO HO	
AUG-26-91	TBA	U.S. OPEN CHAMPIONSHIPS New York, NY		128/64/64	HO	
SEP-02-91	TBA	U.S. OPEN CHAMPIONSHIPS New York, NY		128/64/64	HO	
SEP-09-91	\$75,000		ATHENS WOMEN'S OPEN Athens, Greece	32/32/16	CO	
SEP-16-91	\$350,000 \$150,000	NICHIREI INTERNATIONAL LADIES CHAMPIONSHIP Tokyo, Japan	GRAND PRIX FEMININ DU RACING CLUB DE FRANCE Paris, France	28/32/16 32/32/16	I CO	
SEP-23-91	\$150,000 \$100,000		OPEN WHIRLPOOL - VILLE DE BAYONNE Bayonne, France MOSCOW WOMEN'S OPEN Moscow, USSR	32/32/16 32/32/16	I I	**ESSEN
SEP-30-91	\$225,000 \$225,000	INTERNATIONAL WOMEN'S CUP Milan, Italy VOLKSWAGEN-DAMEN-GRAND-PRIX Leipzig, GDR		28/32/16 28/32/16	I I	
OCT-07-91	\$350,000	BMW EUROPEAN INDOORS Zurich, Switzerland		32/32/16	I	
OCT-14-91	\$350,000	PORSCHE TENNIS GRAND PRIX Filderstadt, FRG		32/32/16	I	
OCT-21-91	\$350,000 \$150,000	MIDLAND BANK CHAMPS Brighton, England	PUERTO RICAN OPEN San Juan, Puerto Rico	32/32/16 32/32/16	I HO	
OCT-28-91	\$150,000		ARIZONA CLASSIC Phoenix, Arizona	32/32/16	HO	
NOV-04-91	\$350,000 \$150,000	VIRGINIA SLIMS OF CALIFORNIA Oakland, CA	VIRGINIA SLIMS OF NASHVILLE Nashville, TN	28/-/16 32/32/16	I I	
NOV-11-91	\$350,000 \$150,000	VIRGINIA SLIMS OF PHILADELPHIA Philadelphia, PA	JELL-O TENNIS CLASSIC Indianapolis, IN	28/-/16 32/32/16	I I	
NOV-18-91	\$3,000,000	VIRGINIA SLIMS CHAMPIONSHIPS New York, NY		16/-/8	I	

TIER
GS = Grand Slam
VSC = Virginia Slims
Championships
LIPC = Lipton International
Players Champs
I = \$500,000 Events
II = \$350,000 Events
III = \$225,000 Events
IV = \$150,000 Events
V = \$100,000 Events
and
\$75,000 Events

SURFACE
H = Hard
C = Clay
G = Grass
I = Indoors
O = Outdoors

PRIZE MONEY
Expressed in U.S. Dollars
+ t = Travel
*Saturday Final
**WITA Special Event
***Monday Final



WIPTC

The Women's International Professional Tennis Council administers the Kraft General Foods World Tour and has approved tournaments for the assignment of dates in this calendar.

This calendar distributed by the WIPTC, 100 Park Avenue, 2nd Floor, NY 10017

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IN WOMEN'S TENNIS

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GOVERNING BODIES IN WOMEN'S TENNIS

Women's Tennis Association (WTA)

- . Player association.
- . Responsible for day-to-day operations of professional women's tennis.
- . Responsible for player commitment to all Kraft General Foods World Tour events.
- . Represented on the Women's International Professional Tennis Council.

Women's Pro Tennis Tournament Association (WPTTA)

- . North American tournament promoters and directors association.
- . Represented on the Women's International Professional Tennis Council.

Women's International Professional Tennis Council (WIPTC)

- . Comprised of representatives from Virginia Slims (non-voting); Kraft General Foods (non-voting); Women's Tennis Association; International Tennis Federation; Women's Pro Tennis Tournament Association; European Tournament Association; Rest of the World Tournament Group; and Managing Director (non-voting).
- . Responsible for administering the Kraft General Foods World Tour.
- . Responsible for scheduling all Virginia Slims events.
- . Managing Director oversees daily operations of the WIPTC.

International Tennis Federation (ITF)

- . World governing body of professional and amateur tennis.
- . Responsible for Federation Cup and Olympics.
- . Represented on the Women's International Professional Tennis Council.

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WOMEN'S TENNIS ASSOCIATION

133 First Street, NE
St. Petersburg, FL 33701 USA
Telephone: (813) 895-5000
Fax: (813) 894-1982

The Vanderbilt Club
31 Sterne Street
London, W12 8AB
England
Tel: (011)(44)(81) 749-8090
Fax: (011)(44)(81) 749-9277

PERSONNEL

Office

Gerard Smith - Executive Director & CEO (Ext. 225)
Gregory Pangburn - Chief Financial Officer (Ext. 234)
Peachy Kellmeyer - Director of International Operations (Ext. 223)
Jean Nachand - Assistant to Director of
International Operations (Ext. 229)
Ana Leaird - Director of Public Relations (Ext. 222)
Gene Beckwith - Director of
Management Information Systems (Ext. 235)
Giselle Marrou - Assistant to Director of MIS (Ext. 241)
Joan Pennello - Director of Player Services (Ext. 221)
Kate Sivoilella - Player Coordinator (Ext. 228)
Rose Wagner - Marketing Coordinator (Ext. 240)
Renee Bloch Shallouf - Media Services Manager (Ext. 226)
Susan Vosburgh - Computer Operator (Ext. 238)
Doug Clery - Publications Editor (Ext. 224)
Megan Bardsley - Assistant to the Director of European Operations
(London office)
James Broder - Management Information Services Consultant

On Road

Georgina Clark - Director of European Operations
Pam Whytcross - Tour Director
Brenda Perry - Tour Director
Lee Jackson - Director of Special Services
Tracy Robinson - Public Relations Coordinator
Robin Reynolds - Public Relations Coordinator

Health and Medical Staff

Dana Van Pelt - Director of Health Services
Kathleen Stroia - Sports Medicine Therapist
Catherine Ortega - Sports Medicine Therapist
Joni Essenmacher - Sports Medicine Therapist
Mary Short - Massage Therapist
Margaret Mills - Massage Therapist
Inga Tuoloch - Sports Medicine Therapist
Madeleine van Zoelen - Sports Medicine Therapist
Fred W. Frick, M.D. - Drug Expert

As of 2/12/91

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1991 WTA BOARD OF DIRECTORS AND COMMITTEES

BOARD OF DIRECTORS

Chris Evert, President
Pam Shriver, Vice President
Wendy Turnbull, Secretary
Elise Burgin, Treasurer
Manon Bollegraf
Zina Garrison
Kathy Jordan
Martina Navratilova

Candy Reynolds
Elizabeth Smylie
Catherine Suire
Natalia Zvereva
Marvin Koslow, Business Advisor
Loretta McCarthy, Business
Advisor
Gerard Smith, Executive Director
& CEO

PRO-COUNCIL REPRESENTATIVES

Wendy Turnbull, Peachy Kellmeyer, Candy Reynolds, Gerard Smith.
ALTERNATES: Elise Burgin, Ana Leaird.

EXECUTIVE COMMITTEE

Chris Evert, President; Pam Shriver, Vice President; Wendy Turnbull, Secretary; Elise Burgin, Treasurer; Martina Navratilova; Kathy Jordan.

FINANCE/MARKETING COMMITTEE

CHAIRPERSON: Elise Burgin. Kathy Jordan, Candy Reynolds, Marvin Koslow, Loretta McCarthy, Gerard Smith, Greg Pangburn.

HONORARY MEMBERSHIP COMMITTEE

CHAIRPERSON: Wendy Turnbull. Billie Jean King, Helena Sukova, Peachy Kellmeyer.

DRUG TESTING COMMITTEE

CHAIRPERSON: Kathy Jordan. Beverly Bowes, Ann Henricksson, Jill Hetherington, Candy Reynolds, Catherine Suire, Jane Brown, Dr. Fred Frick, Dr. David Martin, Peachy Kellmeyer, Kathleen Stroia, Dana Van Pelt.

GOALS COMMITTEE

CHAIRPERSON: Gerard Smith. Chris Evert, Ann Henricksson, Wendy Turnbull, Catherine Suire.

DEFERRED COMPENSATION COMMITTEE

CHAIRPERSON: Loretta McCarthy. Elise Burgin, Kathy Jordan, Candy Reynolds, Julie Richardson, Marvin Koslow, Greg Pangburn.

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1991 WTA BOARD OF DIRECTORS AND COMMITTEES
(Continued)

INSURANCE COMMITTEE

CHAIRPERSON: Loretta McCarthy. Lea Antonoplis, Zina Garrison,
Kathy Jordan, Greg Pangburn.

PLAYER COMMITTEE

CHAIRPERSON: Elizabeth Smylie. Katrina Adams, Lea Antonoplis,
Sandy Collins, Mary Joe Fernandez, Amy Frazier, Steffi Graf, Anne
Minter, Mercedes Paz, Nathalie Tauziat.

ALTERNATES: Beverly Bowes, Patty Fendick, Zina Garrison, Laura
Gildemeister, Gretchen Magers, Martina Navratilova, Pascale Paradis,
Catherine Suire, Marianne Werdel.

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TOURNAMENT REPRESENTATIVES

UNITED STATES

Women's Pro Tennis Tournament Association (WPTTA)

Sports Plus
4801 Massachusettes Avenue NW
Suite 400
Washington, D.C.
Telephone: (203) 895-1515
FAX: 362-7125

Sara Fornaciari - President

EUROPE

George Hendon
Dale Place, Sandy Lane
Rake, Liss
Hampshire GU33 7JF
United Kingdom

Telephone: (011)(44)(730) 893970
Telex: 859-500
FAX: (011)(44)(730) 894142

REST OF THE WORLD

Geoffrey Pollard
Tennis Australia
Private Bag 6060
Richmond South
PO 3121 Victoria, Australia

Telephone: (011)(61)(3) 655-1277
Telex: 790-36893
FAX: (011)(61)(3) 650-2743

As of 3/12/91

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WOMEN'S INTERNATIONAL PROFESSIONAL TENNIS COUNCIL (WIPTC)

100 Park Avenue
2nd Floor
New York, NY 10017
Telephone: (212) 878-2250
Telex: 5106004566
FAX: (212) 599-5190

Anne Person - Managing Director

1991 Members

Robert Cookson (ITF)
Brian Tobin (ITF)
Heinz Grimm (ITF)
Debbie Jevans (ITF)
Peachy Kellmeyer (WTA)
Candy Reynolds (WTA)
Gerard Smith (WTA)
Wendy Turnbull (WTA)
George Hendon (European Tournament Representative)
Jerry Diamond (U.S. Tournament Representative)
Bill Goldstein (U.S. Tournament Representative)
Geoffrey Pollard (Rest of the World Tournament Representative)

Alternates

Virginia Wade (ITF)
Elise Burgin (WTA)
Ana Leaird (WTA)
Jack Butefish (Rest of the World)
Sara Fornaciari (U.S. Tournament)
Gunter Sanders (Europe)

Non-Voting

Leo McCullagh (Virginia Slims)
Ina Broeman (Virginia Slims)
Tom Keim (Kraft General Foods)
Edy McGoldrick (Kraft General Foods)

As of 4/10/91

2040559872

INTERNATIONAL TENNIS FEDERATION (ITF)

Palliser Road
Barons Court
London W14 9EN
United Kingdom

Telephone: (011)(44)(71) 381-8060
Telex: 919253 ITF G and 943119 ITF G
Cable: INTENNIS, LONDON W14
FAX (011)(44)(71) 381-3989

Philippe Chatrier - President
Brian Tobin - Executive Vice President
Debbie Jevans - Director of Women's Tennis

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1991 VIRGINIA SLIMS TOURNAMENTS

As of 1/4/91

<u>Week Of</u>	<u>Tournament</u>	<u>Location</u>	<u>Promoter/Director</u>
February 11-17	VS Chicago (\$500,000)	University of Illinois Chicago-Pavilion 1150 W. Harrison Street Chicago, IL 60680 (312) 413-5770	Mike Savit (T. Director) Jeff Ryan (Dir. of Ops.) Mary Heath (T. Manager) IMG 6044 Laurel Lane #2411 Willowbrook, IL 60514 (708) 323-9105 (708) 323-6990 (FAX) 1320 Centre Street, Suite 206 Newton Center, MA 02159 (617) 964-7300 (617) 964-0533 (FAX)
February 18-24	VS Oklahoma (\$150,000)	The Greens Country Club 13100 Green Valley Drive Oklahoma City, OK 73120 (405) 751-1094	Sara Forniciari (Promoter) Sports + 4801 Massachussetts Ave, NW Suite 400 Washington, DC 20016 (202) 895-1515 (202) 362-7125 (FAX) Trish Faulkner (T. Director) in FL (407) 626-8217 (FAX/Phone) Francine Capages (Coordinator) VS of Oklahoma 4101 N.W. 122nd, Suite C Oklahoma City, OK 73120 (405) 752-7687 (405) 840-1817 (Santa Fe Club) (405) 752-7477 (FAX)

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<u>Week Of</u>	<u>Tournament</u>	<u>Location</u>	<u>Promoter/Director</u>
February 25-March 3	VS Palm Springs (\$350,000)	Bono's Racquet Club 1700 N. Indian Avenue Palm Springs, CA 92262 (619) 322-6200	Barbara Perry (Promoter) Carolyn White (Dir., Mktg) Martha Claussen (T. Manager) Noel Scott (T. Manager) IMG 1007 N. Palm Canyon Drive Palm Springs, CA 92262 (619) 327-8747 (619) 322-9728 (FAX)
March 4-10	VS Florida (\$350,000)	The Polo Club Boca Raton 5400 Champion Blvd. Boca Raton, FL 33496 (407) 997-2002	George Liddy (Promoter) Carrie Cromartie (V.P.) Sharon O'Connor (T. Director) c/o Liddun International 2929 East Commercial Rd., S.610 Ft. Lauderdale, FL 33308 (305) 491-7115 (305) 491-6314 (FAX)
April 15-21	VS Houston (\$350,000)	Westside Tennis Club 1200 Wilcrest Houston, TX 77042 (713) 783-1620	Barbara Perry (T. Director) Martha Claussen (T. Manager) Noel Scott (T. Manager) IMG 10777 Westheimer, Suite 1051 Houston, TX 77042 (713) 953-1111 (713) 780-7535 (FAX)
August 5-11	VS Albuquerque (\$150,000)	Albuquerque Tennis Complex 1903 Stadium Blvd. N.E. Albuquerque, NM 87106 (505) 848-1381	Trish Faulkner (Promoter) 4575 San Mateo Albuquerque, NM 87109 (505) 889-0788 (505) 884-6770 (FAX)

<u>Week Of</u>	<u>Tournament</u>	<u>Location</u>	<u>Promoter/Director</u>
August 12-18	VS Los Angeles (\$350,000)	Manhattan Country Club 1330 Parkview Avenue Manhattan Beach, CA 90266 (213) 546-5656	Jerry Diamond (Promoter) Jan Diamond (T. Director) Tournaments Ltd. 1388 Sutter Street, Suite 710 San Francisco, CA 94109 (415)673-2016;(415)441-1961 (fax) Los Angeles: (213) 546-7753 (213) 546-6290 (FAX)
August 19-24	VS Washington (\$350,000)	William H.G. Fitzgerald Tennis Center 16th & Kennedy Streets, NW Washington, DC 20011 (202) 291-9888	Josh Ripple (Promoter) Jeanne Ford (T. Manager) ProServ, Inc. 1011 Wilson Blvd., Suite 1800 Arlington, VA 22209 (703) 276-3030 (703) 276-3090 (FAX)
November 4-10	VS California (\$350,000)	Oakland Coliseum Nimitz Freeway & Hegenberger Road Oakland, CA 94621 (415) 569-2121	Eric van Dillen (T. Director) Peter Tatum (T. Manager) IMG 177 Bovet Road San Mateo, CA 94402 (415) 571-1242 (415) 571-7236 (FAX)
November 4-10	VS Nashville (\$150,000)	Maryland Farms Racquet Club 5101 Maryland Way Brentwood, TN 37207 (615) 373-5120	Sandy Towers (T. Manager) (615) 373-5120 (615) 377-2354 (FAX)

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<u>Week Of</u>	<u>Tournament</u>	<u>Location</u>	<u>Promoter/Director</u>
November 11-17	VS Philadelphia (\$350,000)	Philadelphia Civic Center 34th St. & Civic Ctr. Blvd. Philadelphia, PA 19104 (215) 823-5600	Barbara Perry (Promoter) Martha Claussen (T. Manager) Noel Scott (T. Manager) IMG 22 E. 71st Street New York, NY 10021 (212) 772-8900 (212) 772-2617 (FAX)
November 18-24	VS Championships (\$3,000,000)	Madison Square Garden 4 Penn Plaza New York, NY 10001 (212) 465-6773	Ella Musolino-Alber Bill Goldstein Felice Gritz/Barbara Masters Sports Etcetera 2 Penn Plaza, Room 1590 New York, NY 10121 (212) 465-6565 (212) 465-6525 (FAX)

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**1991 KRAFT GENERAL FOODS WORLD TOUR
TOURNAMENT CONTACTS**

(Dates are Provisional) Tournament Week of	Name of Tournament Location	Contact
November 26 1990	Nivea Cup	Luis Felipe Tavares Koch Tavares Rua Oscar Friere 379 I and. cj. 11 CEP 01426 Sao Paulo, SP-Brasil 55-11-883-7266 Fax: 55-11-852-8473 Telex: 1121581
\$75,000	Sao Paulo, Brazil	
December 31 1990	Danone Women's Hardcourt Championships	Graeme Plum Australian Sports Marketing 61 Dundas Place Albert Park 3206 Victoria, Australia 61-3-699-1922 Fax: 61-3-699-7879 Telex: 790-152261
\$150,000	Brisbane, Australia	
January 7 1991	New South Wales Open	Barry Masters New South Wales Tennis Ass. 30 Alma Street Paddington, New South Wales 2021 Australia 61-2-331-4144 Fax: 61-2-360-4036 Telex: 790-176129
\$225,000	Sydney, Australia	
January 14	Ford Australian Open	Jim Reid Tennis Australia Private Bag 6060 Richmond South PO 3121 Victoria, Australia 61-3-655-1277 Fax: 61-3-650-2743 Telex: 790-36893
TBA	Melbourne, Australia	
January 28	Toray Pan Pacific Open	Jack D. Butefish Group Dynamics, Inc. 2601 Ocean Park Blvd., #309 Santa Monica, CA 90405 213-452-5056 Fax: 213-452-0309 Telex: 5106012864
\$350,000	Tokyo, Japan	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
January 28	Nutri-Metics Int'l Women's Tennis Open	James Haggerty Global Sports and Promotions P.O. Box 39172 Auckland West Auckland 64-9-797-703 Fax: 64-9-734-501
\$100,000	Auckland, New Zealand	
February 4	Tennis Classic	Phil de Picciotto Advantage International 1025 Thomas Jefferson St. Washington, D.C. 20007 202-333-3838 Fax: 202-333-2922
\$150,000	TBA	
February 4	Oslo Open	Jack Hemmestad, Jr. Proman A/S Strandgt. 119B 4300 Sandnes Oslo, Norway 47-4-625109 Fax: 47-4-664032
\$100,000	Oslo, Norway	
February 4	Fernleaf Int'l Women's Tennis Classic	James Haggerty Global Sports & Promotions P.O. Box 39172 Auckland West New Zealand 64-9-797-703 Fax: 64-9-734-501
\$100,000	Wellington, New Zealand	
February 11	Virginia Slims of Chicago	Mike Savit IMG 1320 Centre Street, #206 Newton Center, MA 02159 617-964-7300 Fax: 617-964-0533
\$350,000	Chicago, Illinois	
February 11	Colorado Tennis Classic	Paula Coulter Eventure Sports, LTD. 1150 Estes Street Lakewood, CO 80215 303-238-8827 Fax: 303-238-8980
\$100,000	Denver, Colorado	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
February 11	Austrian Ladies Indoors	Peter Michael Reichel Tenniscenter-Sportpromotion KienzlstraBo 13 4600 Wels Austria 07242-63747 Fax: 07242-63747
\$100,000	Linz, Austria	
February 18	Virginia Slims of Oklahoma	Sara Fornaciari Sports Plus 4801 Massachusetts Ave. N.W. #400 Washington, D.C. 20016 202-895-1515 Fax: 202-362-7125
\$150,000	Oklahoma City, OK	
February 25	Virginia Slims of Palm Springs	Barbara Perry Int'l Management Group 22 East 71st Street New York, N.Y. 10021 212-772-8900 Fax: 212-772-2617 Telex: 824141
\$350,000	Palm Springs, California	
February 25	Vankris Open	Bernard Oge 2500 Route De L'Entraide Fort De France, Martinique French West Indies 596-724794 Fax: 596-637818
\$100,000	Martinique, French West Indies	
March 4	Virginia Slims of Florida	George Liddy Liddun International 2929 E. Commercial Blvd. Suite 610 Ft. Lauderdale, FL 33308 305-491-7115 Fax: 305-491-6314
\$500,000	Boca Raton, Florida	
March 15	Lipton Int'l Players Champs	Earl Buchholz/Cliff Buchholz Two Alhambra Plaza Suite 611 Coral Gables, FL 33134 305-446-2200 Fax: 305-446-9080
\$750,000	Key Biscayne, Florida	

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(Dates are Provisional) Tournament Week of	Name of Tournament Location	Contact
March 25	U.S. Women's Hardcourt Championships	Michael J. Burns/JoAnn Cella United States Tennis Assoc. 1212 Avenue of the Americas New York, N.Y. 10036 212-302-3322 Fax: 212-764-1838 Telex: 424499
\$225,000	San Antonio, Texas	
March 25	Light N' Lively Doubles	Ron Erskine Advantage Int'l 1025 Thomas Jefferson St. Washington, D.C. 20007 202-333-3838 Fax: 202-333-2922
\$200,000	Tampa-St. Petersburg, Florida	
April 1	Family Circle Magazine Cup	Dede Patterson Family Circle Magazine 110 Fifth Avenue New York, N.Y. 10011 212-463-1580 Fax: 212-463-1544
\$500,000	Hilton Head Island, South Carolina	
		Jack Jones Jack Jones Enterprises 9777 Wilshire Blvd. Beverly Hills, CA 90212 213-273-2820 Fax: 213-273-0585
April 8	Bausch & Lomb Championships	Robert J. Arrix Capital Sports, Inc. Metro Center One Station Place Stamford, CT 06902 203-353-9900 Fax: 203-327-6005
\$350,000	Amelia Island, Florida	
April 8	Suntory Japan Open Tennis Championships	Sanji Arisawa Suntory Japan Business Office 903 Ichibancho Central Bldg. 22-1 Ichibancho Chiyoda-Ku Tokyo 102 Japan 81-3-262-3821 Fax: 81-3-262-2158 Telex: 2324860 JTA
\$150,000	Tokyo, Japan	
April 15	Virginia Slims of Houston	Barbara Perry IMG 22 East 71st Street New York, NY 10021 212-772-8900 Fax: 212-772-2617
\$350,000	Houston, TX	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
April 15	DHL Singapore Women's Open	Phil de Picciotto Advantage International 1025 Thomas Jefferson St. Washington, D.C. 20007 202-333-3838 Fax: 202-333-2922
\$150,000	Republic of Singapore	
April 22	Int'l Championships of Spain	Salvador Vidal Real Federacion Espanola de Tenis c/o Tomas Garcia or Jorge Amilibia Avda. Diagonal, 618 3o.A 08021 Barcelona Spain 34-3-203-7758 Fax: 34-3-204-5010
\$225,000	Barcelona, Spain	
April 29	Citizen Cup 1991	Gunter Sanders DTB Rothenbaum Turnier GMBH Hallerstrasse 89 200 Hamburg 13 Germany 49-40-411780 Fax: 49-40-41178222
\$350,000	Hamburg, Germany	
April 29	Trofeo Ilva	Giancarlo Negri Via Pitagora 102 Taranto, Italy 3-99-4813047 Fax: 3-99-413484
\$100,000	Taranto, Italy	
May 6	Italian Open	Franco Bartoni c/o Italian Tennis Federation Viale Dei Gladiatori 31-00194 Rome Italy 39-6-321-9041 Fax: 39-6-361-4258 Telex: 616384 Tennis I
\$500,000	Rome, Italy	

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(Dates are Provisional) Tournament Week of	Name of Tournament Location	Contact
May 13 \$500,000	Lufthansa Cup 1991 Berlin, Germany	Eberhard Wensky c/o LTTC, 'Rot-Weiss' e.V. Gottfried-von-Cramm-Weg 47-55 1000 Berlin 33 Germany 49-30-826-2207 Fax: 49-30-826-5036 Telex: 186507 eurot d
May 20 \$150,000	Geneva European Open Geneva, Switzerland	Christiane Jolissaint SMI Int'l Sports Marketing P.O. Box 49 8437 Zurzach, Switzerland 41-56-493966 Fax: 41-56-493209 Telex: 845-827482 Geneva: 41-22-731-4666 Geneva Fax: 41-22-731-4601
May 20 \$150,000	Internationaux de Strasbourg Strasbourg, France	Francois Cade Ligue D'Alsace De Tennis Center Sportif de Hautepierre 67200—Strasbourg France 33-88-29-48-00 Fax: 33-88-28-54-70
May 27 TBA	French Open 1991 Paris, France	Patrice Clerc Federation Francaise de Tennis Stade Roland Garros 2 Avenue Gordon Bennett 75016 Paris France 33-1-47-43-4800 Fax: 33-1-47-43-0494 Telex: 842-611871F
June 10 \$150,000	The Dow Classic Birmingham, England	John Feaver The Lawn Tennis Association Barons Court West Kensington London W14 9EG England 44-71-385-2366 Fax: 44-71-381-5965 Telex: 8956036

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
June 17	Pilkington Glass Ladies Championships	John Feaver The Lawn Tennis Association Barons Court West Kensington London W14 9EG England 44-71-385-2366 Fax: 44-71-381-5965 Telex: 851-8956036
\$350,000	Eastbourne, England	
June 24	The Championships, Wimbledon	Christopher J. Gorringer The All England Lawn Tennis and Croquet Club Church Road Wimbledon SW19 5AE England 44-81-944-1066 Fax: 44-81-947-3354 Telex: 851-265180 a/bAELTC
TBA	London, England	
July 8	Torneo Internazionale	Oliviero Palma Country Time Club Viale dell'Olimpo, 5 Palermo, Italy 39-91-454886
\$75,000	Palermo, Italy	
July 8	Bastad Ladies	Lennart Larsson Swedish Tennis Association Lidingovagen 75 S-115 37 Stockholm Sweden 46-8-667-9770 Fax: 46-8-664-6606 Telex: 854-12235 Tennis S
\$75,000	Bastad, Sweden	
July 15	Austrian Ladies Open	Dieter Hellmuth Kuchenmeister Tennis Club Kitzbuhel A-6370 Kitzbuhel Graggaugasse 13 Austria 43-5356-4320 Fax: 43-5356-4430 Telex: 847-51655
\$100,000	Kitzbuhel, Austria	
July 15	San Marino Open	Remo Raimondi San Marino Tennis Fed. P. zza M. Tini, 21-Dogana P.O. Box 2 47031 Rep. of San Marino 39-54-9905739 Fax: 39-54-9908187 Telex: 284-Consmar So
\$75,000	Republic of San Marino	
July 22	Westchester Ladies Cup	Christopher Boyer Match Point Promotions 70 Riverdale Avenue Greenwich, CT 06830 203-532-0400 ext. 24 Fax: 203-532-0460
\$100,000	Westchester, New York	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
July 29	Mazda Tennis Classic	Raquel Giscafne/Jane Stratton Promotion Sports, Inc. P.O. Box 2271 Delmar, CA 92014-1571 619-755-4291 Fax: 619-755-8962
\$225,000	San Diego, California	
August 5	Players LTD Challenge Canadian Open	John Beddington Tennis Canada National Tennis Centre 3111 Steeles Avenue West Downsview, Ontario M3J 3H2 Canada 416-665-9777 Fax: 416-665-9017 Telex: 389-6218419
\$500,000	Toronto, Canada	
August 5	Virginia Slims of Albuquerque	Trish Faulkner Triosports Int'l. Inc. 211 Old Meadow Way Palm Beach Gardens, FL 33418 407-626-8217 Fax: 407-626-8217
\$150,000	Albuquerque, New Mexico	
August 12	Virginia Slims of Los Angeles	Jan Diamond/Jerry Diamond Tournaments LTD 1388 Sutter Street Suite 710 San Francisco, CA 94109 415-673-2016 Fax: 415-441-1961
\$350,000	Manhattan Beach, California	
August 19	Virginia Slims of Washington	Josh Ripple ProServ, Inc. 1101 Wilson Blvd. #1800 Arlington, VA 22209 703-276-4230 Fax: 703-276-3090 Telex: 64148
\$350,000	Washington, D.C.	
August 19	OTB Open	Nitty Singh OTB Tennis 510 Smith Street Schenectady, NY 12305 518-393-0440 (H) 518-370-5151 (W) Fax: 518-370-5460
\$100,000	Schenectady, New York	

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(Dates are Provisional) Tournament Week of	Name of Tournament Location	Contact
August 26	U.S. Open	M. Marshall Happer, III United States Tennis Assoc. 1212 Avenue of the Americas New York, N.Y. 10036 212-302-3322 Fax: 212-764-1838 Telex: 424499
TBA	New York, New York	
September 9	Athens Women's Open	Konstantinos Vranas Hellenic Tennis Federation 89 Patisson Str. 104 34 Athens, Greece 30-1-8815-804/8814-917 Fax: 30-1-3603-611 Telex: 863-222415 EFOAGR
\$75,000	Athens, Greece	
September 16	Nichirei International Ladies Championships	Hidekazu Kobayashi Dentsu Inc. 1-11 Tsukiji, Chou-ku Tokyo 104 Japan 81-3-544-6243 Fax: 81-3-545-6346 Telex: DENTSU
\$350,000	Tokyo, Japan	
September 16	Grand Prix Feminin Du Racing Club De France	M. Schaff, President Racing Club de France 5 Rue Eble 75007 Paris, France 33-1-45675586 Fax: 33-1-4273-0410 Telex: 206845
\$150,000	Paris, France	
September 23	Open Whirlpool-Ville De Bayonne	M. Pierre Claverie Cote Basque Country Club Tennis des Pontots, Les Pontots 64100 Bayonne France 33-59-522255 Fax: 33-59-639902
\$150,000	Bayonne, France	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
September 23	Moscow Women's Open	Alexander Naumko Sovintersport 121069 Moscow
\$100,000	Moscow, USSR	Bjlshey Rzhevskiy per, 5 USSR 7-095-291-6926 Fax: 7-095-290-6497 Telex: 411578
September 30	International Women's Cup	Cino Marchese Int'l Sport Management Corso Italia 49 20122 Milan Italy
\$225,000	Milan, Italy	39-2-837-9851 Fax: 39-2-836-0201
September 30	Volkswagen-Damen- Grand-Prix	Ivan Radosevic SCI Sports Consulting Int'l. Buro Deutschland Amtsstr. 6 6700 Ludwigshafen Germany
\$225,000	Leipzig, Germany	49-621-52-30-44 Fax: 49-621-52-16-11
October 7	BMW European Indoors	Dr. Jurg Kallay SMI, Int'l. Sport Management PO Box 49 8437 Zuzach Switzerland
\$350,000	Zurich, Switzerland	41-56-493966 Fax: 41-56-493209 Telex: 845-827482
October 14	Porsche Tennis Grand Prix	Dieter Fischer Tennisclub TSH Filderstadt Sportzentrum Plattenhardt 7024 Filderstadt 4 Germany
\$350,000	Filderstadt, Germany	49-711-775151 Fax: 49-711-776690

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(Dates are Provisional) Tournament Week of	Name of Tournament Location	Contact
October 21	Midland Bank Championships	George Hendon George Hendon Assoc. Ltd. Dale Place Rake, Liss Hampshire England GU33 7JF 44-730-893970 Fax: 44-730-894142 Telex: 851-859500 T/038
\$350,000	Brighton, England	
October 21	Puerto Rico Open	Jose Rafael Coss Box 223345 U.P.R. Rio Piedras, P.R. 00931 809-725-6095 Fax: 809-724-8991
\$150,000	San Juan, Puerto Rico	
October 28	Arizona Classic	Trish Faulkner Triosports Int'l. Inc. 211 Old Meadow Way Palm Beach Gardens, FL 33418 407-626-8217 Fax: 407-626-8217
\$150,000	Phoenix, Arizona	
November 4	Virginia Slims of California	Mr. Erik Van Dillen IMG 177 Bovet Road, Suite #210 San Mateo, CA 94402 415/571-1242 Fax: 415/571-7236
\$350,000	Oakland, California	
November 4	Virginia Slims of Nashville	Sandy Towers Int'l. Sports Management 5101 Maryland Way Brentwood, TN 37027 615/373-5120 Fax: 615/373-5110
\$150,000	Nashville, Tennessee	
November 11	Virginia Slims of Philadelphia	Barbara Perry IMG 22 East 71st Street New York, NY 10021 212-772-8900 Fax: 212-772-2617
\$350,000	Philadelphia, Pennsylvania	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
November 11	JELL-O Tennis Classic	Barbara Wynne 510 Forest Blvd. Indianapolis, IN 46240 317-251-9608 Fax: 317-574-3509
\$150,000	Indianapolis, Indiana	
November 18	Virginia Slims Championships	Ella Musolino-Alber Sports Etcetera, Inc. 2 Pennsylvania Plaza New York, NY 10001 212-465-6565 Fax: 212-465-6525
\$1,000,000	New York, New York	
July 22	Federation Cup by NEC Nottingham, England	Int'l. Tennis Federation Palliser Road Barons Court London, England W14 9EN 44-71-381-8060 Fax: 44-71-381-3989 Telex: 851-493119 ITFG 851-919253 ITFG

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REPLICATION OF THE

2040559892

PUBLICATION INVOLVEMENT

Media Guide

- . Provide financial support.
- . Submit two ads: Brand, inside back cover; Calendar, inside front cover.
- . Submit two pages of editorial.
- . Submit pertinent information to identify Virginia Slims key personnel.
- . Timeline: *Request art and keyline (A&K) for inside cover ads from agency by 9/15.
*All information and art due to WTA 11/1, except editorial which is due one week after the Championships.

Rules & Regulations

- . Kraft General Foods representative (also representing Virginia Slims) sits on a sub-committee of the WIPTC to draft and produce the Rules and Regulations.
- . Comments due to KGF representative throughout year.

Inside Women's Tennis

- . Provide financial support.
- . Year-round editorial contributions by Virginia Slims personnel.
- . Provide advertising for back cover (4 issues) and inside 2/3 page (8 issues).
- . Ensure statistical page credit for Virginia Slims Rankings.
- . Ensure front page credit for Virginia Slims Championships.

WTA Tournament Program

- . Provide financial support via WTA.
- . Provide front cover art (named events only).
- . Provide two-pages of editorial (one page at non-named events).
*Virginia Slims to request prime editorial location.
- . Provide one page of advertising.
*Virginia Slims to request prime advertising location.
- . Provide back cover brand advertising (named events only).
- . Additional program editorial is inserted in July.
- . All program editorials must be reviewed by Virginia Slims.
- . All program photographs are provided by VS Official Photographer.
- . General Timeline: (All dates are in preceding year).
*Request cover art and ads from agency 10/15.
*Cover art and ads due 12/1.
*Editorial due 12/1 and 6/1 (concurrent year).
- . Championships Timeline: (All dates in concurrent year.)
*Manager, Virginia Slims Tennis gives creative direction to Agency at least one year in advance.
*Cover art, editorial and brand ad due 8/1.

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VIRGINIA SLIMS

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PROMOTER CONTRACT
PRODUCTION AND COMPLIANCE TIMELINE
NAMED EVENTS

CONTRACT PRODUCTION

- . Seven (7) months prior to the event, Manager, Virginia Slims Tennis, updates contract information (sample contract attached).
- . Manager, Virginia Slims Tennis, contacts Legal Department for production of a new contract, if required.
- . The contract is returned from Legal Department for proof-reading.
- . Philip Morris sends two originals of the contract to the promoter for their signature.
- . Promoter signs both copies and returns them both to Manager, Virginia Slims Tennis.
- . Manager, Virginia Slims Tennis, prepares Contract Approval Request (see sample attached) and routes contract with Contract Approval Request for approvals and signature.
- . Manager, Virginia Slims Tennis, sends one executed original to promoter, one executed original to Director, Event Marketing, and sends executed copies to Legal; Accounting; Group Manager, Event Marketing; Manager, Operations and retains one copy.
- . No later than December 15, Manager, Virginia Slims Tennis, prepares following year's contract payment vouchers for advertising contribution and prize money (see Internal Procedures).

COMPLIANCE

One Hundred Twenty (120) Days in Advance

- . Promoter sends Manager, Virginia Slims Tennis, Media Plan for approval. Within fifteen (15) business days, Manager must notify promoter if Media Plan has been approved.
- . Promoter to submit to Manager, Virginia Slims Tennis, all tentative promotions and activities planned for tournament.
- . Promoter sends Coordinator, Operations, menu of material requests.
- . Promoter submits to Manager, Virginia Slims Tennis, a "Features of Facility" diagram for approval.

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PROMOTER CONTRACT
PRODUCTION AND COMPLIANCE TIMELINE
NAMED EVENTS
(Continued)

One Hundred Twenty (120) Days in Advance (continued)

- . Promoter submits to Coordinator, Operations, local information to be included (overprinted) on POS materials.

Forty Five (45) Days in Advance

- . Coordinator, Operations, checks with promoter to make sure all materials have been received from various fulfillment houses.
- . Promoter submits to Manager, Virginia Slims Tennis, an updated "Features of Facility" diagram for approval.

Thirty (30) Days in Advance

- . Promoter sends Manager, Virginia Slims Tennis, copy of the Certificate of Insurance naming Philip Morris Incorporated as additional insured.

Seven (7) Days in Advance

- . 80% of prize money is wired to the promoter by Manager, Virginia Slims Tennis.
- . Balance of 20% of prize money is given to Manager, Operations, who turns it over to promoter following singles final, if all contractual obligations have been fulfilled and if all tear sheets have been received.

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SAMPLE PROMOTER CONTRACT

WOMENS PRO TENNIS TOURNAMENT ASSOCIATION
KRAFT GENERAL FOODS WORLD TOUR
VIRGINIA SLIMS PROMOTER AGREEMENT

AGREEMENT dated as of _____, 19__, by and between Triosports International, Inc. ("Promoter"), with executive offices at 475 Glenridge Road, Key Biscayne, Florida 33149, and Philip Morris Incorporated, a Virginia corporation with principal executive offices at 120 Park Avenue, New York, New York 10017 ("PM").

W I T N E S S E T H:

WHEREAS, Kraft General Foods Corporation ("Kraft General Foods"), The Women's International Professional Tennis Council (the "WIPTC"), The Women's International Tennis Association ("the WITA"), the International Tennis Federation ("the ITF"), the Womens Pro Tennis Tournament Association ("the WPTTA") and certain Tournament representatives have heretofore entered into the Kraft General Foods World Tour Agreement for the 1990 through 1994 Sponsorship Period, dated November 4, 1988, as amended (the "Kraft General Foods Agreement"), pursuant to which Kraft General Foods has agreed to sponsor the Kraft General Foods World Tour (the "Tour") in return for, among other things, certain commercial identification for its brands; and

WHEREAS, PM, Kraft General Foods, the WIPTC, the WITA, the ITF, the WPTTA and such representatives have heretofore entered into the Virginia Slims Agreement for the 1990 through 1994

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Sponsorship Period, dated November 4, 1988, as amended (the "Virginia Slims Agreement" and, together with the Kraft General Foods Agreement, the "Agreements"), pursuant to which PM has agreed to sponsor the Virginia Slims Championships, the Virginia Slims Rankings, designated Series Events and the Virginia Slims Bonus Pool/Incentive Payout in return for, among other things, certain commercial identification for its "Virginia Slims" brand of cigarettes; and

WHEREAS, Promoter is engaged, among other things, in the promotion of a tennis tournament in Nashville, Tennessee, and has experience and expertise in the creation, development, promotion, staging, supervision, operation and commercial presentation of such events; and

WHEREAS, Promoter has entered into a tournament letter agreement with the WITA (the "WITA Tournament Letter Agreement") relating to procedures for the promotion of a women's professional tennis tournament consisting of a singles and doubles championship; and

WHEREAS, Promoter recognizes and acknowledges its responsibilities under the Agreements and that the tennis tournament covered by this Agreement and the WITA Tournament Letter Agreement is to be a Virginia Slims Named Event on the Tour;

NOW, THEREFORE, in consideration of the promises and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

THE TOURNAMENT AND THE FACILITY

SECTION 1.1. General. Promoter shall promote, finance, provide prize money for and conduct a women's professional tennis tournament (the "Tournament") at _____, a facility in _____ (the "Facility") during the period _____, 19____. Promoter shall provide such services as are customarily performed by a professional producer of a professional tennis tournament or as are otherwise reasonably required by PM in connection with the Tournament, including without limitation, all matters related to the creation, development, promotion (to the extent set forth herein) and operation of the Tournament. Without limiting the generality of the foregoing, Promoter shall be responsible for the following: planning, developing and executing a plan of production for the Tournament, supervising and conducting the day-to-day operations at the Facility, to the extent set forth herein arranging for promotion and publicity for the Tournament, and cooperating and working with PM on all matters relating to the foregoing. Promoter shall obtain all releases, clearances and other documents necessary for the performance of its duties hereunder,

including, but not limited to, its duties in organizing the Tournament. The Tournament shall be conducted in accordance with the terms of this Agreement and with the terms of the WITA Tournament Letter Agreement, except where such terms conflict with this Agreement, in which case the terms of this Agreement shall be controlling. It is of the essence of this Agreement to PM that the Tournament be presented in a first-class professional manner, as determined by PM.

SECTION 1.2. Tournament Name. The name of the Tournament shall be "Virginia Slims of Nashville" (the "Tournament Name"). Promoter shall use the Tournament Name only as provided in this Agreement.

SECTION 1.3. Tournament Personnel. Promoter shall provide all personnel necessary to conduct the Tournament (except the tennis players), including official umpires, linespersons, and ballpersons and adequate personnel to frame and mount banners and similar materials.

SECTION 1.4. The Players. The players in the Tournament are to be provided by the WITA. PM assumes no responsibility whatsoever for the participation of any player in the Tournament, whether or not she has committed herself to participate, or for any fines levied, by the WITA or otherwise, against any of the players participating in the Tournament, or in any other aspect.

SECTION 1.5. Scheduling and On-Court Activity. All scheduling of the matches at the Tournament shall be arranged and coordinated between the WITA Tour Director and Promoter consistent with the commercial objectives of PM. The WITA Tour Director and Promoter shall work together to ensure that the scheduling of matches does not have an adverse effect on attendance at the Tournament. No on-court activity, including activity on the practice courts, shall be permitted during the period of the Tournament without the prior approval of the WITA Tour Director, Promoter and the Designated Virginia Slims Representative. Requests for on-court activity shall not be considered unless received in a timely manner and, in no event, less than ten business days prior to the commencement of the Tournament. Promoter shall ensure that matches shall not be scheduled in such a manner that the scheduling results in a negative impact on PM's sponsorship or on commercial identification for PM's "Virginia Slims" brand of cigarettes. In the event of a dispute regarding sponsorship or other on-court activity, the Designated Virginia Slims Representative shall be the final arbiter.

SECTION 1.6. Features of the Facility. (a) The Promoter shall ensure that the Facility is a top-quality, first-class tennis facility suitable in every respect for conducting a world class women's professional tennis tournament, including, without

limitation, adequate security throughout the entire facility; sufficient lighting for night play, all courts in excellent condition and adequate practice courts at or near the Facility; a railing around center court where banners can be displayed; tents with walls, electrical outlets and climate control devices, if required by PM, locker rooms and a players' lounge, staffed by an attendant, that are clean, adequately stocked with food and beverages for the duration of match play, towels, television and VCR, comfortable and adequate for the players and conveniently located; and a professional press room and interview room as described in Section 5.2. Promoter shall also provide a centrally located and convenient business office, to be shared with Kraft General Foods equipped with a suitable number of chairs, tables and desks and at least two (2) phone jacks to be shared with Kraft General Foods. The business office shall be made available to PM for its use provided that PM shall provide any telephones, telefax machines and other equipment, supplies and decoration. Promoter shall also provide to PM use of an area for a hospitality suite on site, which PM shall be permitted to use for one night or day session during Tournament play, such session to be chosen by PM in its sole discretion; provided, however, that PM agrees to provide notice to Promoter at least sixty (60) days prior to the session it has elected to use the hospitality suite that it desires to use the hospitality suite for such session. To ensure that PM has use of the hospitality

suite for the session of its choice, Promoter agrees, until PM has indicated to Promoter the session for which it elects to use the suite, to offer PM a right of first opportunity with respect to the use of the hospitality suite prior to granting any other party the right to use such suite for any session. All parts of the Facility shall be suitably equipped with electrical outlets, and all indoor portions of the Facility, including without limitation, the press room, the locker rooms, the players' lounge, the business office and the hospitality suite, shall be equipped with comfortable climate control, and Promoter shall be responsible for providing, at its sole cost and expense, normal lighting and electricity for all parts of the Facility.

(b) Promoter shall provide PM with satisfactory written evidence 30 days prior to commencement of the Tournament that all services required under this paragraph have been obtained or contracted for. All features of the Facility shall be subject to inspection by the Designated Virginia Slims Representative for compliance with this Agreement and must be in operation by the morning of the commencement of Tournament play, and shall be reasonably satisfactory to the Designated Virginia Slims Representative (and, with respect to the locker rooms and the players' lounge, to the Virginia Slims Representative and the WITA) in all respects. Promoter shall bear the cost of any changes or improvements necessary to prepare the Facility to satisfy its obligations under this paragraph.

ARTICLE II

PRIZE MONEY

SECTION 2.1 Prize Money. (a) PM shall contribute 80% of the total prize money (the "Prize Money") for the Tournament which shall be paid only to the players on the terms set out in this Agreement (the "PM Commitment"), the balance to be provided by Promoter (the "Promoter Commitment"). The amount of the PM Commitment shall be \$120,000. Any monies provided by a local sponsor (the "Presenter") in accordance with the terms of this Agreement shall be paid to Promoter. Promoter may not increase or decrease the Prize Money without prior written approval of PM.

(b) PM shall pay 80% of the PM Commitment seven days prior to the commencement of the Tournament, but only if Promoter is in compliance with the terms of this Agreement on such date. Such amount shall be transmitted by PM by wire transfer to:

Promoter's Bank: _____
Account Number: _____
Account Title: _____
Bank A.B.A. No.: _____

to be held by such bank until disbursed as provided herein.

(c) PM shall pay 20% of the PM Commitment at the conclusion of the final session of the Tournament, provided that (i) PM has received documentation, including, without limitation, tearsheets confirming that any amounts described in Section 3.1(c) have been disbursed in accordance with such Section; and (ii) Promoter has

complied with the terms of this Agreement to the satisfaction of the Designated Virginia Slims Representative.

SECTION 2.2 Default Money. If bad weather, or any other condition occurring after the start of play renders the whole or partial conduct of the Tournament impractical or impossible, Promoter may retain unawarded Prize Money.

SECTION 2.3. Awards Ceremony. All Prize Money shall be awarded by checks in a form satisfactory to PM. PM shall have the right to make public presentation of Prize Money to the winners of the singles and doubles final at the Tournament and may, at its discretion, make any other presentation it deems desirable. The Presenter shall have the right to make the public presentation of Prize Money to runners-up at the Tournament. In all cases, PM reserves the right to determine and approve the format, content and timing of all presentation ceremonies and shall consult with Promoter prior to the awards ceremony to determine who will be on the court and what will be said. A PM representative shall conduct the final singles and doubles awards ceremony and shall introduce the appropriate speakers. In addition to rights granted to Presenters to present additional awards, trophies or prizes pursuant to Section 3.9(d), Promoter may permit other sponsors to present additional awards, trophies, or prizes, but only after PM's presentation of Prize Money to the singles or doubles winners and only with PM's prior approval of format, content and timing.

SECTION 2.4. Recordkeeping and Accounting. Promoter shall keep accurate books and records of account with respect to the Tournament and the Media Plan. PM and its agents shall have the right to audit Promoter's books and records relating to the Media Plan for the purpose of determining the accuracy of such books and records.

ARTICLE III

COMMERCIAL IDENTIFICATION

SECTION 3.1. Approval of Promotional Activities. (a) All print advertising, promotion and publicity regarding or relating to the Tournament shall be subject to the prior written approval of PM, including, without limitation, all commercial identification at "center court", "courtside", the "precincts of center court" and "remainder of Facility", as such terms are defined and illustrated in Exhibit A hereto, all space on the front or back of admission tickets, official notices, printed matter, press releases, announcements, public address announcements, program covers, posters, display material and advertising brochures. PM shall have the right to disapprove any promotional activity if PM determines, in its reasonable discretion, that the commercial identification or reputation of PM or any of its products may be adversely affected thereby. PM may implement a print, outdoor, and/or point-of-sale advertising campaign on a national and/or local basis prior to and during the

Tournament. All advertising provided by PM to Promoter shall not be altered in any way by Promoter.

(b) Promoter shall provide to PM, not less than 120 days prior to the commencement of the Tournament, a detailed description of the Facility and a detailed media plan (the "Media Plan"), including blueprints or other drafts of all printed matter, and shall advise PM of all proposed promotional, print advertising and other activities relating to the Tournament sufficiently in advance to afford PM the opportunity to review such materials and activities (and in no event less than 10 days prior to the commencement of the Tournament). PM agrees to respond in writing within 10 days of receipt of materials or notice of proposed activities and, upon PM's failure to so respond, Promoter may consider the material or activity approved. No material or activity shall be approved if PM determines, in its reasonable discretion, that such material or activity would adversely affect the commercial identification or reputation of PM or any of its products. If PM disagrees with any aspect of the Media Plan, PM shall so notify Promoter, and Promoter shall not finalize any such aspect of this Media Plan without PM's prior consent.

(c) Upon approval of the Media Plan by PM, PM shall pay to Promoter an amount specified in, or subject to the terms and conditions of, a separate agreement to be used by Promoter to

implement the Media Plan with respect to PM advertising (the "Advertising Payment"), as more specifically set forth in Exhibit C.

(d) PM agrees to use its best efforts to ensure that the relative overall promotional support to Promoter shall not be less than the overall promotional support provided to Promoter by PM in 1989, providing that there has been no material change in the character or geographic location of the Tournament.

(e) Any alteration by Promoter of PM-provided advertising, or failure by Promoter to place advertising as directed by PM, may result in penalties hereunder.

SECTION 3.2. Furnishing of Promotional Materials. After receipt of the Media Plan, PM shall provide promotional materials to Promoter for use in connection with the Tournament, which may include linesmen's chairs, banners, decals, posters, counter cards, stationery, concession umbrellas, linesmen platforms, flags and other materials. In order for PM to provide the materials which require overprinting on a timely basis, Promoter agrees to furnish all necessary local information to PM at least 120 days prior to the start of the Tournament. PM agrees to provide finished promotional materials to Promoter no less than 45 days following receipt by PM of all written local information and presenter logos from Promoter. PM agrees to give Promoter at

least six months prior notice if it intends to cease supplying prior to the Tournament materials it has been supplying to the tournaments in the Tour. If PM ceases supplying such materials, Promoter is under no obligation to supply them. None of the materials furnished by PM may be altered by Promoter or added to without the prior written approval of PM. The quantities of materials to be made available to Promoter shall be determined by PM after consultation with the Promoter. No promotional items or other material may be sold or given away without PM's prior approval. Virginia Slims stationery may not be used by Promoter for personal letters or other business ventures.

SECTION 3.3. Center Court and Courtside. Except as provided in this paragraph and subject to Section 3.1, PM has the sole right, at its expense, to center court and courtside identification, including, without limitation, banners, umpire's chair signage, posters, and linesmen's chairs. Promoter shall frame and store such items. Such items shall be stored at Promoter's sole expense, but PM shall be responsible for the cost of framing such items. Promoter shall supply adequate personnel to ensure proper care of and security for all center court and courtside identification and Promoter shall replace at its own expense any such identification that is lost, destroyed or damaged so that in PM's reasonable discretion it reflects negatively on PM's sponsorship. There shall be no other center court or courtside identification except as follows:

(a) A sporting goods company may have an on-court ball conditioner, and there may be an on-court drink thermos provided by a beverage manufacturer, but such beverage manufacturer may not be a manufacturer of any low-calorie drinks or wine coolers if the right of first opportunity described in Exhibit B has been exercised. Promoter shall use its best efforts to encourage the use of Virginia Slims colors in selecting such items.

(b) The Presenter may have one large banner (3' x 15') or two small banners (3' x 12') on center court, and two 3' x 3' Presenter logo banners, one at each end-court. PM shall have the right to furnish finished matching banner material to Promoter for overprinting as provided in Section 3.2 or Promoter will make best efforts to have Presenter banners in compatible colors. The placement of these banners is subject to approval by the Designated Virginia Slims Representative.

(c) The Presenter's name, in conjunction with the Tournament Name, may appear on T-shirts for ballpersons in accordance with Section 4.5 and as specified in Section 3.8(c).

(d) Two signs or banners stating that the Tournament is a Kraft General Foods World Tour or, upon approval from the Promoter, affording commercial identification to a brand name of Kraft General Foods shall be placed on center court prominently visible to the public, at least one of which shall be on the side

of the court where the players sit and both of which shall be, to the maximum extent feasible, unobstructed. Each such sign or banner shall measure three feet high by seven feet long.

SECTION 3.4. Precincts of Center Court. Except as provided in this paragraph and subject to Section 3.1, Virginia Slims has the sole right to identification in the precincts of center court. There will be no other identification in the precincts of center court except as follows:

(a) There may be up to eight banners, none of which may be larger than 3' x 7', affording commercial identification to up to eight different sponsors. Six of the eight banners shall be displayed for a one-week time period. The remaining two banners shall be displayed on a rotating basis according to the Corporate Day/Night sponsor responsible for the day's activities. Virginia Slims acknowledges that Promoter and the WPTTA have the right to contract for identification in regard to these banners. The placement and content of such banners is subject to approval by the Designated Virginia Slims Representative. Promoter shall use its best efforts to use Virginia Slims colors with respect to the banners.

(b) A Corporate Day/Night sponsor may have banners as provided in Sections 3.4(a) and 3.8(e)(ii).

SECTION 3.5. Remainder of Facility. PM has the right of first choice of any location for identification in the remainder of the Facility subject to permanent nondiscretionary Facility restrictions. Promoter may contract for or permit any other identification of any kind in the remainder of the Facility only with the prior approval of PM. PM acknowledges that Promoter utilizes varying permanent advertising devices at the Facility including scoreboard signs, message board statements, concession stand advertising dioramas and similar devices. Notwithstanding anything herein to the contrary, PM acknowledges and agrees that Promoter shall have the right to continue using such advertising during the Tournament except within the precincts of center court.

SECTION 3.6. Use of Tournament Name. The Tournament Name must be used clearly and prominently in all Promoter-produced admission tickets, official notices, printed matter, press releases, announcements, public address announcements, program covers, posters, display material, advertising brochures and other materials used for publicizing the Tournament, and all such materials shall contain the Virginia Slims logo as close as practicable to the Tournament Name.

SECTION 3.7. Security. Promoter shall be responsible for and shall provide necessary security for the Facility generally and for all materials affording Virginia Slims commercial

identification and Promoter shall provide all necessary security for all players, personnel and equipment. Promoter shall not move or allow to be moved any such materials without the consent of the Designated Virginia Slims Representative.

SECTION 3.8. Sponsorship and Presenter Agreements.

Promoter recognizes that the essence of this Agreement is the commercial identification afforded to Virginia Slims, and Promoter expressly agrees to use its best efforts to maintain a presentable, uncluttered and orderly commercial environment with respect to all printed materials on center court, courtside, the precincts of center court and the remainder of Facility, particularly with respect to the Exhibition area. Promoter shall not enter into any oral or written agreements regarding sponsorship or Presenters not contemplated by this Section without the prior written consent of PM. The following rules shall govern the commercial identification afforded to other organizations at the Tournament:

(a) Promoter will offer PM or any of its affiliates the first opportunity to enter into a Presenter or sponsorship agreement with respect to low-calorie drinks or wine coolers in accordance with Exhibit B hereto.

(b) PM shall have the right to disapprove any Presenter or other sponsor (including a Corporate Day/Night sponsor or charity) if PM determines, in its reasonable discretion, that the participation of such Presenter or sponsor would adversely affect the commercial identification or reputation of PM or any of its products covered by the Series Agreement. No Presenter or sponsor (including a Corporate Day/Night sponsor or a charity) shall be (i) a manufacturer of cigarettes or other tobacco products, beer, coffee products or cereal products or of chocolate, sugar candy or gum sharing a trademark with coffee products or cereal products, or cheese or salad dressings, (ii) if the right of first opportunity described in Exhibit B has been exercised, a manufacturer of any low-calorie drinks or wine coolers, or (iii) a manufacturer of products that appeal to or are directed at persons under 21 years old.

(c) In furtherance of PM's rights under Section 3.1 and 3.8, Promoter shall advise PM in writing of the name and address of the proposed sponsor or Presenter, including a complete list of its products and the expected identification at the Tournament. Only one sponsor may act as a Presenter. An approved Presenter may refer to the Tournament either as:

(i) "Virginia Slims of ABC, presented by the XYZ Company"; or

(ii) "XYZ Company presents Virginia Slims of ABC." The type size of the Presenter's name may not be larger visually than 50% of

the type size of the Tournament, except that on the back of ballpersons' T-shirts it may be up to 60% of the type size of the Tournament Name which shall also appear on the back of the ballpersons' T-shirts.

(d) An approved Presenter may have banners on center court and at end-court in accordance with Section 3.3(b). No promotional materials of the Presenter or any other third party shall be permitted in the Facility during the Tournament without the prior written approval of PM. The Presenter's name shall appear in advertisements for the Tournament and, at Promoter's request received at least 120 days' prior to the commencement of the Tournament, PM shall include the Presenter's name in advertisements relating to the Tournament. The Presenter shall also have the right to make a public presentation of an award at the Tournament at a session other than the final session subject to the approval of PM, such approval not be unreasonably withheld.

(e) Any Corporate Day/Night sponsorship shall adhere to the following conditions:

(i) A Corporate Day/Night may be held at all sessions of the Tournament except for the final session.

(ii) Subject to Section 3.4, on its Corporate Day/Night only, a Corporate Day/Night sponsor shall be allowed to have one banner not larger than 3' x 7' in a hallway or the entranceway of the Facility and up to two courtside banners not larger than 3' x 12'. In no event shall banners by a Corporate Day/Night sponsor be permitted on center court.

(iii) On its Corporate Day/Night only, a Corporate Day/Night sponsor may merchandise through display and presentation.

(iv) If a Corporate Day/Night sponsor wishes to implement a promotion program, the program must promote the Tournament Name. This program must be reviewed by the Promoter and approved by PM.

(f) There may be no presentations on court by any sponsor, including Corporate Day/Night sponsors, unless they are directly related to women's tennis or the Tournament and have been approved in advance by PM.

(g) PM shall have the right to approve any legitimate charity that Promoter may choose. Promoter shall provide PM with all details of any promotional aspects concerning the charity for prior approval by PM. The type size used to identify the charity shall not be larger than 25% of the type size of the Tournament Name, and the placement of such identification and all materials

of the charity mentioning the Tournament shall require the advance written approval of PM.

SECTION 3.9. Designated Representatives. PM shall have the right to have its representatives, including, without limitation, public relations representatives, present at all times before and during the conduct of the Tournament. PM shall identify a person as the Designated Virginia Slims Representative for the Tournament to ensure that the Tournament is conducted pursuant to the terms of this Agreement and shall also identify a person as its Media Representative for the Tournament. The Designated Virginia Slims Representative shall be the final arbiter of any dispute regarding sponsorship or commercial identification. Promoter agrees to cooperate fully with PM's representatives and to assist the Designated Virginia Slims Representative in ensuring compliance with this Agreement.

ARTICLE IV

OTHER PROMOTIONAL MATTERS

SECTION 4.1. Complimentary Tickets and Badges. (a) PM shall be provided six contiguous boxes (twenty-four seats) front row, courtside and in prime unobstructed viewing position, at the Facility, without charge, for each match in the Tournament. Promoter shall also make available to PM without charge 50 reserved tickets for each match of the Tournament, in prime

unobstructed viewing position better, or at least commensurate with, the viewing position afforded to the upper-price ticket range or to the better seats in the mid-price range, provided, however, that such tickets shall be used to entertain employees or guests of PM or for other bona fide personnel or promotional purposes. PM shall not sell any of these complimentary tickets and agrees that it shall return to Promoter any tickets that are not to be used for its own purposes. PM shall have the right to purchase, for similar purposes, up to 150 tickets for any and all sessions at a 50% discount. PM shall give Promoter notice at least 21 days prior to the commencement of the Tournament of its estimated requirements for complimentary and discount tickets. PM and Promoter agree to cooperate with each other on additional ticket programs.

(b) Complimentary badges for the Tournament shall be provided by PM for working staff, as well as VIP guests, including the on-site PM representatives and the Virginia Slims public relations staff.

(c) Only Penn brand tennis balls shall be used at the Tournament.

SECTION 4.2. Tickets; Ticket Sales. Where reasonably feasible, PM shall have the right to require that its commercial logo also be on the tickets and, in any event, shall have the

right to require that its logo be on the tickets if the Presenter is identified on the tickets. PM shall not be responsible for the sale of tickets to the Tournament.

SECTION 4.3. Concessions and Complimentary Products. PM has the sole right to approve commercial use of any items bearing the Virginia Slims name, the names Virginia Slims Tennis, Virginia Slims Women's Tennis or any name chosen by Virginia Slims and the Tournament Name and logotype which approval shall not be unreasonably withheld. PM shall make available, at cost, promotional items that Promoter shall sell at the Tournament, which shall be sold at a booth and under circumstances subject to PM's approval such approval not to be unreasonably withheld by PM. Returns of unsold Virginia Slims promotional items in saleable condition shall be accepted within 30 days of the conclusion of the Tournament if such items are sorted, counted, catalogued and returned according to the instructions of a PM-selected fulfillment house. Promoter shall bear all costs of returning such items. PM may, at its option, provide gratis products of the Miller Brewing Company and Kraft General Foods for locker room, players' lounge, press room and PM hospitality suite for consumption by press, players and guests in such quantities as PM considers appropriate in its sole discretion. If Promoter intends to purchase products for use or consumption at the Tournament that are of the type produced by Kraft General

Foods, Promoter will purchase such products from Kraft General Foods or shall offer to Kraft General Foods a right of first refusal with respect to products that are of a type produced by Kraft General Foods. If Kraft General Foods fails to exercise such right of first refusal within 30 days of its receipt from Promoter of the terms and conditions of the agreement pursuant to which Promoter intends to obtain such products from any third party, Promoter may consummate its agreement with such third party on substantially the same terms and conditions as those provided to Kraft General Foods pursuant to this paragraph. If another company offers to supply such products gratis, Promoter shall first offer to PM the same opportunity to provide such products gratis, and Promoter may accept the offer of the other company only if PM determines not to supply gratis products. Promoter further agrees to employ its best efforts to use Kraft General Foods products in and around the Tournament area.

SECTION 4.4. Sampling. PM may distribute complimentary samples of tobacco products or other promotional materials at and around the Facility during the Tournament, unless prohibited by local law. Promoter represents that if at present the Facility has no regulations limiting the distribution of such samples it shall use its best efforts to ensure that such regulations are not enacted. Promoter further agrees that it shall not enter into any further agreement with any facility, including the

Facility, unless such agreement contains a representation that the facility shall allow sampling for the duration of such agreement. Promoter understands that PM's option to distribute complimentary samples of tobacco products or other promotional materials during the Tournament is a primary objective of this Agreement and agrees to use its best efforts to ensure that such sampling can take place and to ensure that no facility, including the Facility, takes any action to limit or eliminate such option.

SECTION 4.5 T-Shirts. The ballpersons at the Tournament shall wear Virginia Slims T-shirts provided by PM. Subject to PM's approval, the Presenter's name may appear only on the back of such T-shirts, in conjunction with the Tournament Name, and in type size no larger than 60% of the type size of the Tournament Name, subject to PM's approval. Such T-Shirts may not be altered in any way. No T-shirts other than those provided by PM may be used or displayed at the Tournament without the approval of PM. Virginia Slims T-shirts may be sold by Promoter only with prior approval from PM as provided in Section 4.3.

SECTION 4.6 Promotion of Other Professional Tournaments. Promoter agrees that it will not, during the Tour of which the Tournament is a part, promote any other tennis tournament event, including exhibitions, that is inconsistent with the rules and regulations of the WIPTC or that will have a negative impact on the Virginia Slims sponsorship.

ARTICLE V
PRESS MATTERS

SECTION 5.1. Publicity. PM agrees to provide Tournament results to the local and national news media and issue press releases as it deems appropriate. PM shall be in charge of, and shall coordinate through the Virginia Slims Media Representative, all publicity concerning the Tournament, the players and other events in the Tour. PM will employ a public relations affiliate for Promoter's city, mutually acceptable to PM and Promoter (the "Press Affiliate"), to assist in these matters. The Press Affiliate shall be paid by and shall be responsible to PM, but Promoter may advise it of the Tournament's publicity and promotional needs, and PM shall instruct the Press Affiliate to be responsive to such needs.

SECTION 5.2. Press Room, Interview Room and Materials. The press room shall comply with Section 1.6 and shall be, in PM's opinion, of sufficient size and appearance and suitability located, as befitting a women's professional tennis tournament. The press room shall be professionally equipped with a suitable number of chairs, tables, desks, and at least eight phone jacks, provided that PM shall provide any telephones, telefax machines and other equipment, supplies and decoration. All phone usage costs shall be paid by PM. The press room shall be used exclusively as an area for the professional working press, unless

otherwise agreed by PM. Promoter shall also provide a separate interview room or, if such a separate interview room is not feasible, an interview area that shall be professionally equipped with chairs and tables sufficient to conduct interviews and separated from the press room by dividers. Press material may not be used for any other event or purpose and may not be sold. PM shall supply the press room with its products and those of its affiliates. The Promoter shall be responsible for and shall provide necessary security and climate control for the press room and the interview room.

SECTION 5.3. Press Credentials and Tickets. All press badges shall be designed, provided, and distributed solely by PM or the designated Press Affiliate. Promoter agrees to supply complimentary press tickets and parking spaces sufficient in number to permit adequate press coverage of the Tournament, in a mutually agreed-upon area, for all PM-approved press in attendance.

ARTICLE VI

TERM OF AGREEMENT; TERMINATION

SECTION 6.1 Term of Agreement and Renewal. Subject to Exhibit D, the term of this Agreement is for two years, and shall encompass one tournament for the 1990 Sponsorship Year and one tournament for the following Sponsorship Year. The first tournament shall occur on the dates contemplated in Section 1.1. The second tournament shall take place within the second Sponsorship year at substantially the same time of the year, and for approximately the same period of time, as the first tournament, all as contemplated by Section 3(c) of the Virginia Slims Agreement. PM shall have the option to renew this Agreement for two additional years for similar tournaments to be conducted at substantially the same time of the year, and for approximately the same period of time, as the second tournament, all as contemplated by Section 3(c) of the Virginia Slims Agreement. PM shall exercise its option to renew by written notice given within 60 days after the conclusion of the second tournament. Promoter shall have the right to secure other sponsorship if PM fails to give written notice within 60 days after the conclusion of the second tournament. Promoter shall advise PM in writing within 30 days of receipt of notice of renewal whether it is agreeable to such renewal, if offered.

SECTION 6.2. Termination of Promoter. PM may terminate this Agreement upon written notice if Promoter fails to provide the Promoter Commitment or fails to perform any other obligation required to be performed by it hereunder.

SECTION 6.3. Force Majeure. Force Majeure, acts of God, or other causes beyond the control of either party necessitating the cancellation of the Tournament, including, without limitation, the enactment or proposed approved enactment of any legislation, regulation, ordinance or ruling whatsoever, or the rendering of any judgment, or the taking of or determination to take other judicial, governmental or regulatory action that, in the judgment of PM, makes or will make the promotion of tobacco products unlawful or impracticable or materially reduces the value of this Agreement to PM, shall not subject either party hereto to any liability hereunder. Notwithstanding the foregoing, in the event of the enactment or proposed approved enactment of any legislation, regulation, ordinance or ruling whatsoever, or the rendering of any judgment or the taking of or determination to take other judicial governmental or regulatory action (in each case, an "Action") that, in the judgment of PM, makes or will make the promotion of tobacco products unlawful or impracticable or materially reduces the value of this Agreement to PM, PM shall remain liable for the PM Commitment for 12 calendar months from the date PM notifies Promoter of such Action

or from the date such Action becomes effective, whichever is earlier. During the period for which PM remains liable, Promoter shall use its best efforts to provide a replacement sponsor. For all other force majeure events, Promoter shall repay the PM Commitment to PM, subject to Section 2.2, if such amount has already been paid to Promoter.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. Indemnification by Promoter. Promoter shall save and hold PM harmless from and against any and all losses, damages, liabilities, claims (whether founded or unfounded), expenses (including attorneys' fees), demands, suits, or judgments, including, but not limited to, any personal injury or property damage, arising from or relating to the Promoter's performance or non-performance of any provision of this Agreement, the conduct of the Tournament, or any activity conducted at or in conjunction with the Tournament. PM shall save and hold Promoter harmless from and against any and all losses, damages, liabilities, claims (whether founded or unfounded), expenses (including attorneys' fees), demands suits or judgments arising from actions, taken by PM or its agents or employees, including the Virginia Slims Designated Representative under this Agreement. Each party shall notify the other of any action described above that comes to its attention. PM shall be given

the opportunity to participate, at its expense, in the defense of any action described above or may, at its option, take over and control the defense of any such action but may not, in the latter case, settle such action without Promoter's consent.

SECTION 7.2. Compliance with Governing Law. Promoter shall comply with all Federal, state and local laws, regulations and ordinances affecting the Facility and the conduct of the Tournament therein. Without limiting the generality of the foregoing, Promoter acknowledges that it is cognizant of the provisions of Title 15, Section 1331 et. seq., of the United State Code.

SECTION 7.3. Insurance. Promoter shall be responsible for obtaining and paying for comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury liability (including personal liability) and property damage liability covering its activities with regard to the Tournament. At least one month prior to the commencement of the Tournament, Promoter shall deliver to PM a certificate of such insurance showing Philip Morris Incorporated and its subsidiaries and affiliates as a named insured and providing that such insurance is not cancellable except upon 30 days' prior written notice to PM.

SECTION 7.4. Independent Contractor. Promoter is and shall at all times remain an independent contractor. Nothing herein shall be construed to make Promoter an agent or employee of PM or to make them joint venturers. Promoter shall have no authority to enter into contracts on behalf of PM.

SECTION 7.5. Virginia Slims Trademarks. Promoter recognizes and acknowledges that the VIRGINIA SLIMS name and the designs, emblems, slogans and insignia and logotype of the Virginia Slims brand and the Tour have great value and goodwill and are the sole property of PM, and Promoter agrees that it has and will claim no right, title or interest in the same or the use thereof, except the right to use them pursuant to the terms and conditions of this Agreement. Promoter agrees that in the event of a breach of this Section, the injury to PM would be irreparable, and that injunctive relief is appropriate, without limitation as to other damages or remedies that might be allowed by law.

SECTION 7.6. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other, provided that PM may assign this Agreement to any of its affiliates without the consent of Promoter.

SECTION 7.7. Notices. Any notices from one party to the other relating to this Agreement shall be deemed duly given if hand delivered or sent by United States certified mail, return receipt requested, postage fully paid, to the other at the address set out at the beginning of the Agreement or to such other address as may have been designated by notice duly given hereunder. All notices to PM shall be to the attention of: Director, Event Promotions with a copy to the General Counsel, Philip Morris USA.

SECTION 7.8. Complete Agreement. This Agreement, including the Exhibits hereto, which are hereby incorporated herein by reference as if fully set forth herein, is the complete agreement between the parties, supersedes any prior oral or written agreement and may not be amended except by a duly executed writing. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Virginia Slims Agreement.

SECTION 7.9. Governing Law. This Agreement shall be governed by the laws of the State of New York, including all matters of construction, validity and performance, but without regard to conflicts of laws provisions of New York law.

SECTION 7.10. Headings. The headings of this Agreement are for convenience only and are not to be construed as part of this Agreement.

SECTION 7.11. Waiver. A waiver by Promoter or PM of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a general waiver of such terms or conditions or of any subsequent breach thereof.

SECTION 7.12. Severability. All provisions of this Agreement are severable. If any provision or portion thereof is determined to be unenforceable, the rest of the Agreement shall remain in effect; provided, however, that the general purposes of this Agreement are still reasonably capable of being effected.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Agreement as of the day and date first stated above.

TRIOSPORTS INTERNATIONAL, INC.

PHILIP MORRIS INCORPORATED

By: _____

By: _____

Title: _____

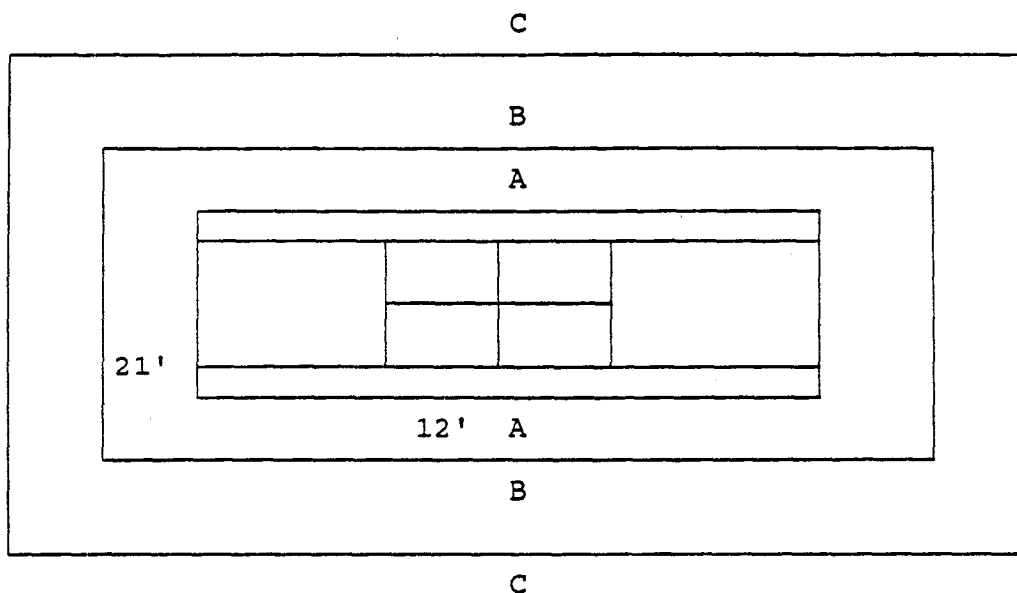
Title: _____

BC:PMNASHVLAG

EXHIBIT A

For purposes of this Agreement, the following terms shall have the following meanings and refer to the areas indicated on the diagram.

- A. "The Precincts of Center Court" The area immediately on or surrounding the tennis court.
- B. "Courtside Area" The area not directly adjacent to, but visible from, Center Court by the majority of the spectators.
- C. "Remainder of the Facility" All other areas of the facility that are not visible from Center Court seats.



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RIGHT OF FIRST OPPORTUNITY

PM or any affiliate thereof will have the first opportunity to sponsor any low-calorie drinks or wine coolers at the Tournament by making an offer to Promoter. If such offer is rejected and a competing sponsor is sought, Promoter must notify PM or such affiliate of the competing sponsor's offer and give PM or such affiliate the opportunity to sponsor such products at the competing sponsor's price if such price is less than 75% of the price of the offer originally made. In determining the price of any offer, the value of the total consideration (cash and non-cash) to the party receiving the same will be taken into account. PM will have 10 days from the date of written notice to exercise its right specified above. Failure by PM to exercise such right within such period shall be deemed a rejection.

EXHIBIT C

PROMOTER'S RESPONSIBILITY FOR MEDIA PLAN

[To be revised per each Tournament]

EXHIBIT D

TERM OF AGREEMENT AND RENEWAL

Section 6.1 is hereby modified to provide that the term of this Agreement is ____ years.

ADDITIONAL TERMS AND CONDITIONS

The following sets forth additional Terms and Conditions of this Agreement. Failure to comply with any such Terms and Conditions shall be considered a material breach of this Agreement and shall subject such party to all penalties and liabilities set forth in this Agreement.

VIRGINIA SLIMS PROMOTER CONTRACTS

PROJECTS: Virginia Slims Tennis Tournaments
(individual listing attached)

RESPONSIBILITY: Deane Weissman
Manager, Virginia Slims Tennis

Ina Broeman
Group Manager, Marketing Promotions

OVERVIEW: The promoter contracts are signed at
different times throughout the year;
therefore, this form will serve to summarize
all the contracts.

Project Description:

All the individual promoter contracts are identical in form. The only variables are:

1. Promoter Name
2. Tournament Names and Dates
3. Prize Money Amount
4. Philip Morris Advertising Contribution

The basic contract outlines our agreement with the individual promoters. Primary issues addressed include:

- ° Prize money and controls over this payment (Article II)
- ° Virginia Slims rights to commercial identification (Article III)
- ° PM family exclusivity (Sections 3.8.6; 4.3 and Exhibit B)
- ° Facility features (Section 1.6)
- ° Sampling rights (Section 4.4)
- ° PM advertising contribution and requirements (Exhibit C)

Financial Elements:

See Attachment I, which is a listing of the twelve Virginia Slims "named-events." Included are: promoters name, prize money allocation, PM advertising contribution. The changes from 1989 to 1990 are noted on Attachment II.

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The payment terms for the prize money are:

- ° 80% paid seven days before the tournament
- ° 20% paid at conclusion of tournament after proof of compliance and review of tearsheets for tournament advertising.

Budget Implications:

The total 1990 budget for Virginia Slims Tennis is \$13.3 million. The prize money and advertising payments covered by the attached contracts total \$3.78 million, which are included in the approved budget.

Competitive Bid:

Promoter contracts are not competitively bid. The promoters are the exclusive providers of these services.

Approvals

D. Weissman
I. Broeman
L. McCullagh
E. Merlo
D. Dangoor
H. Jones HL
F. Newman
E. Houminer

[Handwritten signatures and initials over the list of names]

Accounting
Budgets

[Handwritten signature]

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